

CLERK
U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY 2024 FEB - 1 P 2:19

HEYDI DE LA CRUZ and VICTOR A RODRIGUEZ,
Claimants,

v.

CROSSCOUNTRY MORTGAGE LLC, *et al.*,
Respondents.

Case No.:

CLAIM FOR BREACH OF FIDUCIARY DUTY, BREACH OF CONTRACT

I. Introduction:

- a. Now comes the private party, Heydi-De La-Cruz and Victor-Rodriguez, injured creditors and the real party of interest (hereinafter "Claimants"), lawful owners of the private dwelling located at 680 Elm Avenue, Ridgefield, New Jersey [07657], in peace and without controversy, over 21: years of: age, of sound mind, competent, with firsthand knowledge of the facts in Good Faith, without controversy, without prejudice, without displaced rights as given by The Most High, acting on behalf of: HEYDI DE LA CRUZ and VICTOR A RODRIGUEZ commercial interest; and denies expressly, directly, and explicitly that \$628,408.00 was borrowed from CROSSCOUNTRY MORTGAGE LLC, NATIONSTAR MORTGAGE LLC, and GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GINNIE MAE) (hereinafter collectively referred to as the "Respondents").

- b. Claimants assert unlawful conversion and theft by conversion of private property, fraudulent concealment, violation of consumer privacy laws, and predatory lending practices.

II. Jurisdiction and Venue:

- a. Jurisdiction is vested in this Court under 28 U.S.C. § 1331 due to the federal nature of the claims presented.
- b. Venue is appropriate in this district pursuant to 28 U.S.C. § 1391, as the property and actions giving rise to the claims are located within Ridgefield, New Jersey.

III. Parties:

- a. Claimants, Heydi De La Cruz and Victor A Rodriguez, are the lawful owners of the private dwelling located at 680 Elm Avenue, Ridgefield, New Jersey [07657].
- b. Respondents include CROSCOUNTRY MORTGAGE LLC as the original lender, NATIONSTAR MORTGAGE LLC as the servicer, and GINNIE MAE as the investor.

IV. Assertions and Rebuttals:

- a. Claimants assert that the mortgage loan, originated on August 30, 2022, with principal amount \$628,408.00, has been improperly handled, leading to violations of standard securitization, mortgage servicing, and consumer protection laws. A strict rebuttal is required.
- b. Further, the Claimants assert that the Respondents engaged in deceptive practices and violations of federal laws, including the Real Estate Settlement Procedures Act (RESPA), Truth in Lending Act (TILA), and other relevant statutes.

- c. The Claimants contend that the Respondents' actions constitute predatory lending and unlawful foreclosure practices.

V. Causes of Action:

- a. Invalid Foreclosure and Lack of Standing: The Claimants assert that the Respondents do not possess proper documentation and authority to initiate foreclosure proceedings.
- b. Fraud and Misrepresentation: It is alleged that the Respondents misrepresented the nature and terms of the mortgage and failed to disclose critical information, engaging in fraudulent practices.
- c. Violation of Consumer Protection Laws: The Claimants assert breaches of various consumer protection statutes.

VI. Prayer for Relief:

The Claimants respectfully request the Court:

- a. To declare any foreclosure actions on the property as null and void.
- b. To award compensatory and punitive damages.
- c. To order the reversion of property ownership rights back to the Claimants.
- d. To grant any other relief the Court deems just and proper.

VII. Jury Demand:

- a. The Claimants hereby demand a trial by jury on all triable issues.

VIII. Unsworn Declaration:

By and through the penalties of perjury WITHOUT the laws of the United States, the Claimants declare that the foregoing is true and correct to the best of their knowledge.

Respectfully Submitted,

By: 

Heydi-De La-Cruz, Beneficiary

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By: 

Victor A Rodriguez, Beneficiary

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